



CONSTRUCTION CONTRACT

This Construction Contract (hereinafter referred to as a "Contract") made and entered into this

____ day of _____, 20____, by and between,

_____ (hereinafter referred to as "Owner") and

JS Lunsford Construction LLC, (hereinafter referred to as "Contractor") and

WHEREAS the Owner desires to have the construction tasks performed as outlined in the attached proposal for the property at the address known as _____ and

WHEREAS the Contractor warrants being licensed in the State of Georgia and being qualified to perform the work specified.

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, the Owner and Contractor agree to meet and satisfy all terms and general conditions of this Contract as follows.

I. DESCRIPTION OF THE WORK

A. The Contractor does hereby covenant and agree to furnish all labor, material and equipment, and to faithfully perform the work specified in the proposal, in strict accordance with the detailed description of work (hereinafter referred to as the "Proposal" or "Work Order"), and subject to, and in strict conformance with all of the conditions, covenants, stipulations, terms and provisions contained in this Contract. All of the representations, rights, and obligations of the Owner and Contractor are embodied in the Contract and any prior oral or written agreement not included herein shall not be binding upon or inure to the benefit of any of the parties.

B. This Contract includes the Contractor's proposal, the owner's protection found in the Hold Harmless Agreement, and, if applicable, drawings and amendments to the Contract, which are incorporated by reference and specifically identified below and hereby made a part of this Contract;

- (1)
- (2)
- (3)
- (4)

II. COMPENSATION AND METHOD OF PAYMENT

A. Upon execution of the Contract, the Owner agrees to pay the Contractor for the full and faithful performance of the work pursuant to this Contract at a sum equal to the aggregate cost of the work, labor, materials and supplies done and furnished at the price and rates set forth in the Contractor's proposal. Contractor covenants and agrees to faithfully comply with and perform each and every obligation imposed upon the Contractor by the Contract and the terms of the proposal, as accepted by the Owner.

B. Payment requests shall be made by the Contractor to the Owner for work that has been performed.

C. No payment will be made for any work which is not specified in this Contract.

D. All change orders shall specify payment terms and amounts.

III. GENERAL CONDITIONS

A. Proposal. This Contract, which includes the Contractor's proposal, has been properly signed and dated by the Contractor, and the Owner by signing this Contract, accepts the said Contractor's proposal which becomes part of this Contract.

B. Insurance. The Contractor and all subcontractors employed by the Contractor shall purchase and maintain insurance that will protect them from claims for damages which may arise out of or result from the Contractor's operations during construction, whether such operations be by the Contractor or by any subcontractor's operations or anyone directly or indirectly employed by any of them.

C. Permits. The Contractor and all subcontractors must obtain and pay for all permits and licenses, as may be required and necessary for the completion and execution of the work to be performed.

D. Licenses. As required by law, the Contractor and all subcontractors must be properly licensed for the nature of work being performed.

E. Change Orders. This Contract may be amended at any time by a change order that is executed in writing by both the Contractor and the Owner. The change order will not invalidate this Contract, nor relieve or release the Contractor or the Owner from their respective obligations under this Contract.

F. Inspections and Final Payments. Periodic inspections shall be performed by the County building inspector(s). Upon completion of work pertaining to this Contract, the Contractor shall notify and arrange for an inspection of the work by the applicable County inspector. When all work is satisfactorily completed, in the reasonable judgment of the inspector, the Owner shall release final payment to the Contractor.

G. Standard of Work and Codes. The Contractor shall perform all work in a good and workmanlike manner and in conformance with all applicable government code provisions as interpreted by County inspectors, whether or not specifically mentioned in the work write-up and drawings for the work.

H. Use of Utilities. The Owner shall permit the Contractor to use, at no cost, power and water necessary to the carrying out and completion of the work.

I. Clean-Up. On a daily basis, the Property shall be kept free from the accumulation of waste materials and rubbish. All tools, construction equipment, machinery and surplus materials stored at the property must be neat and orderly. All debris, waste and surplus material shall be removed from the job site and/or properly disposed of.

J. Guarantees and Warranties. The Contractor warrants and guarantees to the Owner that all materials and equipment used in the work are new, unless otherwise specified, and that all work is of good quality, free from faults and defects. The work performed by the Contractor is to be guaranteed for a period of one year from the date of final acceptance of all the work required by the Contract.

K. Dispute Resolution. Should any dispute arise concerning the intent or meaning of the work described in the proposal or any change order, or for other reasons pertaining to the terms and conditions of the Contract, the parties agree that, all disputes or claims arising out of this Contract shall be resolved through mediation or arbitration as the exclusive remedy for resolving such disputes or claims.

(1) The parties agree to mediate any such dispute or claim between them before resorting to arbitration. Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial, neutral mediator who is authorized to facilitate the resolution of the dispute, but who is not empowered to impose a settlement on the parties. The parties jointly shall select a mediator, who shall be experienced and knowledgeable of the construction industry and the construction contract process. The fees, if any, of the mediator shall be divided equally between the Owner and Contractor. If any party commences an arbitration proceeding based on a dispute or claim to which this section applies without first attempting to resolve the matter through mediation, that party shall not be entitled to recover attorney's fees even if they would otherwise be available to that party in any such arbitration or litigation.

(2) If mediation is unsuccessful in resolving the dispute, the parties agree to submit the dispute for final and binding arbitration before one arbitrator selected from a panel of arbitrators provided by the American Arbitration Association, and in accordance with the commercial arbitration rules of such Association. The party that seeks arbitration shall pay all required prepaid fees for such arbitration proceeding, subject to an adjustment of the costs of arbitration as part of the arbitrator's award.

(3) Within twenty (20) days of the conclusion of the arbitration hearing, the arbitrator shall prepare written findings of fact and conclusions of law. Judgment on the written award may be entered and enforced in any court of competent jurisdiction. It is mutually agreed that the written decision of the arbitrator shall be valid, binding, final and non-appealable, except to the extent that the arbitrator exceeds their authority under this Contract. The parties further agree that the arbitrator may not award punitive damages against any party to the arbitration; the right to claim punitive damages is expressly waived. Judgment may be entered on the arbitrator's award in any court having jurisdiction.

(4) In the event an action is brought before a court or an arbitrator arising out of this Contract or the performance of work under this Contract, the non-prevailing party shall be required to pay the reasonable and necessary fees and expenses of the prevailing party, except that if in the opinion of the court or arbitrator deciding such action there is no prevailing party, each party shall pay its own attorney's fees and expenses.

(5) The parties agree that any mediation or arbitration brought pursuant to this section shall be confidential and no details, descriptions, settlements or other facts concerning such mediation or arbitration shall be disclosed or released to any third party without specific written consent of the other party or parties unless required by law or court order in connection with enforcement of any decision in such arbitration.

L. Hold Harmless. It is expressly understood that the Contractor shall indemnify and hold the Owner harmless from any claims, suits, action, damages and costs of every name and description arising out of, or resulting from, the Contractor's acts or omissions in its performance of the work by the Contractor under this Contract.

The undersigned declare to have executed this agreement the day and date written above.

Owner

By _____

J.S. LUNSFORD CONSTRUCTION, LLC

By _____

SAMPLE